



Application DENIED without prejudice.  
Gojo shall demonstrate why and how the  
standards in Lugosch v. Pyramid (2d Cir 2006)  
have been met.  
SO ORDERED.  
Dated: 9/1/2022

Davis+Gilbert LLP  
1675 Broadway  
New York, NY 10019  
212 468 4800  
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August 11, 2022

A handwritten signature in black ink, reading "P. Kevin Castel".

P. Kevin Castel  
United States District Judge

Marc J. Rachman  
d 212 468 4890  
mrachman@dglaw.com

**By ECF**

Hon. P. Kevin Castel  
U.S. District Court for the  
Southern District of New York  
United States Courthouse  
500 Pearl Street  
New York, NY 10007

Re: Case 1:22-cv-06727-PKC UrthTech LLC et. al v. Gojo Industries, Inc. –  
Letter Motion to Seal Exhibits A and H to Complaint *Nunc Pro Tunc*

Dear Judge Castel:

We are counsel for Plaintiffs UrthTech LLC and Aziz Awad in the above-referenced action ("Plaintiffs"). In accordance with Your Honor's Individual Practices Rule 5(B), the Court's Standing Order, 19-mc-00583, and ECF Rules & Instructions, section 6, Plaintiffs hereby move by this letter motion for an Order to seal Exhibits A and H of the Complaint in this action *nunc pro tunc*, and to substitute the currently unsealed filed Complaint with a version that has Exhibits A and H redacted as filed under seal. Copies of the redacted versions of Exhibits A and H are filed concurrently herewith. Pursuant to Your Honor's Individual Practices Rule 5(B)(ii), the proposed sealed Exhibits A and H are being contemporaneously filed under seal with this letter motion.

Exhibits A and H to the Complaint are copies of the licensing agreement in issue in this matter (the "Licensing Agreement"), pursuant to which Plaintiffs have brought their breach of contract claim against Defendant Gojo Industries, Inc. ("Defendant"). Although Paragraph 9.1(a) of the Licensing Agreement allows the parties to use what is deemed as Confidential Information under the License Agreement as necessary to exercise a party's rights under the agreement, counsel for Defendant has contacted us asserting that they deem the entire Licensing Agreement confidential. As a result, in order to avoid a dispute over the filing of Exhibits A and H to the Complaint not under seal, we respectfully request that the Court allow Plaintiff to file Exhibits A and H to the Complaint under seal and replace the currently filed versions of Exhibits A and H with the enclosed redacted versions.



August 11, 2022  
Page 2

Respectfully yours,

/s/ Marc J. Rachman

Marc J. Rachman

Enc.

cc: Chet J. Bonner, Esq. (counsel for Defendant via email)